

EXHIBIT “A”

“PERIODIC PAYMENTS”

“PAYEE”: [K.J.]

BENEFITS: \$15,000.00 payable in a guaranteed lump sum payment on 1/8/2020.

\$1,000.00 payable monthly for 11 years certain beginning 2/1/2020 with the last guaranteed payment on 1/1/2031.

\$2,500.00 payable semi-annually for 11 years certain beginning 1/8/2020 with the last guaranteed payment on 7/8/2030.

\$25,000.00 payable in a guaranteed lump sum payment on 1/8/2023.

\$30,000.00 payable in a guaranteed lump sum payment on 1/8/2026.

\$35,000.00 payable in a guaranteed lump sum payment on 1/8/2029.

\$125,124.51 payable in a guaranteed lump sum payment on 1/8/2031.

Payments Northland Insurance Company (hereinafter “Insurer”), as insurer of CTW Transportation Services, Inc. and Gary McCall (hereinafter “Defendants”), agrees to make the above Periodic Payments. All sums set forth constitute damages on account of personal injuries, arising from an occurrence within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

Plaintiff’s Rights to Payments Said payments cannot be accelerated, deferred, increased, or decreased by the Plaintiff or any Payee; nor shall the Plaintiff or any Payee have the power to sell or mortgage or encumber same, nor any part thereof, nor anticipate the same, nor any part thereof, by assignment or otherwise.

Qualified Assignment The parties acknowledge and agree that the Insurer shall make a “Qualified Assignment” within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Insurer’s liability to make the Periodic Payments required herein to **MetLife Assignment Company, Inc.** (hereinafter “Assignee”).

The assignment will be accepted by the Plaintiff without right of rejection and shall completely release and discharge the Defendants and the Insurer from such obligations hereunder as are assigned to the Assignee. The Plaintiff recognizes that, in the event of such an assignment, the Assignee shall be their sole obligor with respect to the obligations assigned, and that all other releases that pertain to the liability of the Insurer shall thereupon become final, irrevocable, and absolute.

When the liability to make the Periodic Payments is assigned by way of a “Qualified Assignment”:

- A. Such payments are fixed and determinable as to amount and time of payment;
- B. Such Periodic Payments cannot be accelerated, deferred, increased or decreased by the recipients of such payments;
- C. The Assignee does not provide to the recipient of such payments rights against the Assignee which are greater than those of a general creditor;
- D. The Assignee’s obligation on account of the personal injuries or sickness is no greater than the obligation of the person who assigned the liability.
- E. Such Periodic Payments are excludable from the gross income of the recipient under Section 104(a)(2).

Right to Purchase an Annuity The Insurer, itself or through its Assignee, reserves the right to fund the liability to make future Periodic Payments through the purchase of an annuity policy from **Metropolitan Tower Life Insurance Company** (hereinafter “Annuity Issuer”). The Assignee will be the owner of the annuity and will have all rights of ownership. The Assignee may have the Annuity Issuer mail payments directly to the Payee. The Payee shall be responsible for maintaining a current mailing address with the Annuity Issuer and/or the Assignee.

Payee’s Beneficiary Any payments to be made after the death of the Payee shall be made to such person or entity as shall be designated in writing by the Payee, upon reaching the age of majority, to the Assignee. If no person or entity is so designated by the Payee, or if the person(s) designated is/are not living at the time of the Payee’s death, such payments shall be made to the estate of the Payee. No such designation, or any revocation thereof, shall be effective unless it is in writing and delivered to the Assignee. The designation must be in a form acceptable to the Assignee before such payments are made.

Failure to Give Notice In the event of a change of address to which payments under this agreement are to be made, or in the event of the death of the Payee, failure of said Plaintiff or his representatives and/or heirs to give notice to the Assignee shall be grounds for delay in making such periodic payments. Neither the Defendants, the Insurer, Annuity Issuer, nor Assignee shall be liable for any delay in making said Periodic Payments when the delay is a result of a failure to give notice.

Discharge of Obligation The obligation of the Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check, an electronic deposit, or a

wire transfer in the amount of such payment to the designated address of the Payee. However, the Assignee agrees to process a replacement payment in the event the initial payment is not received.